

CONTRACT AGREEMENT
AND
SCOPE OF SERVICES
FOR
PROFESSIONAL LAND SURVEYING SERVICES
FOR
SCOTT COUNTY, IOWA
BY
MIDLAND SURVEYING, INC.

Submittal Date:
June 20, 2007

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CONTRACT AGREEMENT

This agreement made and entered this _____ day of _____, 2007, by and between Scott County, Board of Supervisors, State of Iowa, hereinafter referred to as the "COUNTY" and Midland Surveying Inc. whose principal place of business is located at 501 North Market, Maryville, Missouri, hereinafter referred to as the "COMPANY"

WITNESSETH

WHEREAS, the Company shall provide all qualified personnel and materials as required for the accurate location of certain PLSS corners within Scott County, Iowa and;

WHEREAS, the Company has prior experience in this and/or other related surveying projects and therefore has a complete understanding of the needs and purpose of this project and;

WHEREAS, the County desires to utilize the Professional Land Surveying Services of the Company;

NOW HEREWITH, the Company agrees to complete this project and provide the services as outlined in the attached specifications, herein made a part of this agreement.

PURPOSE AND INTENT

This agreement covers the professional land surveying services necessary to collect survey grade GPS positions on a number of section corners, ¼ section corners or other PLSS corners within the county in accordance with Attachment B to this agreement titled "Project Scope of Services".

SECTION ONE

GENERAL PROVISIONS

- 1.1 Whenever the term “County” is used, it shall mean a majority of the duly serving members of the Board of Supervisors, in Scott County, Iowa.
- 1.2 Whenever the term “Company” is used, it shall mean Midland Surveying Inc.
- 1.3 This contract between Scott County and Midland Surveying Inc shall be deemed an Iowa contract and shall be governed by the Laws of the State of Iowa. It is specifically understood by the parties that this contract is not a contract with the State of Iowa. The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the Board of Supervisors.
- 1.4 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the County.
- 1.5 This document and all attachments and addendum herein referred to shall constitute the full and complete contract between the parties except as amended according to Section 11 of this agreement.
- 1.6 This agreement shall be binding between the Company and the County when executed by a majority of the Board of Supervisors.
- 1.7 The Company agrees to save and hold harmless the County and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the Company’s business or operations resulting from any act or omission of the Company’s agents, servants or employees.
- 1.8 The Company shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the execution of this contract. If the Company is contacted by any federal, state, county, or city agency, or any private agency, regarding any aspect of this contract, the Company shall promptly contact the County and shall not respond to the agency without being expressly authorized by the County to do so.

SECTION TWO
STARTING AND COMPLETION DATES

- 2.1 The actual project starting date shall begin immediately after the signing of this contract.
- 2..2 Final delivery of all approved items shall be made to the County by Midland Surveying, Inc. by August 1, 2008.
- 2.3 No extension time shall be granted to the Company unless the request for an extension is made in writing thirty (30) days prior to the expiration date of this contract. The request must be approved by the County and must be based on one or more of the following:
 - 2.3.1 Acts of nature that directly affects the Company's ability to perform.
 - 2.3.2 Acts of government agencies that may affect the Company's performance.
 - 2.3.3 Circumstances beyond the control of the Company and not due to any negligence on the part of the Company or its employees (fire, floods, emergencies, or delays brought about by others, etc.)

SECTION THREE
PROJECT FEES

- 3.1. For the performance of the agreement by the company, the county agrees to pay the company in accordance with the fee schedule Attached hereto as Attachment A.
- 3.2.1 The County reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of the project. In this event, a supplement to this agreement shall be executed and submitted for the approval of the County prior to performing the additional or changed work or incurring any additional costs therefore. Any change in compensation shall be covered in the supplement agreement. The Company shall not be compensated for work the County does not require that is performed without the prior written approval of the County.

SECTION FOUR
METHOD OF PAYMENT

- 4.1 The Company will invoice the County on a monthly basis throughout the duration of this agreement. Invoices will include the work completed by the Company for the month prior to the invoice date.

SECTION FIVE

TERMINATION OF CONTRACT

- 5.1 If, for any reason, the Company shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the Company shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Company, or an order is entered adjudicating the Company bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Company, or an assignment for the benefit of creditors of the Company is made, the County shall thereupon have the right to terminate this agreement on ten (10) days written notice. All related materials produced under this contract shall become the property of the County, and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed on any such material.

SECTION SIX

PERSONNEL

- 6.1 The Company shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned to them.
- 6.2 Employees with the responsibility of managing this contract shall be licensed Professional Land Surveyors in the State of Iowa and shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.
- 6.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the Company. It is understood and agreed that the County may require the Company to remove from the project any person the County considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.

SECTION SEVEN

OWNERSHIP OF MATERIAL

- 7.1 Ownership of all materials involved herein shall belong to Scott County and no use shall be made thereof beyond the items and specifications listed in this contract.
- 7.2 No copyright of any nature shall be granted to the Company by the County relative to any material or product resulting from this agreement.

SECTION EIGHT

PROSECUTION OF WORK

- 8.1 The Company shall commence the work to be performed under this contract after acceptance by the County.
- 8.2 The Company shall carry on the project without interruption and shall make available to the County all work that has been completed and approved by the County to be used by the County during and at the completion of this contract agreement.

SECTION NINE

CONTRACT AMENDMENTS OR ADDITIONS

- 9.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the County and the principal or principals of the Company under contract.

SECTION TEN

INSURANCE REQUIREMENTS

- 10.1 From no later than the date of the Agreement and extending uninterrupted thereafter through the day when all services required of the Company under this Agreement have been duly performed by the Company and approved by the County, the Company shall maintain the following types of insurance:

See Attachment C – Scott County Standard Terms & Conditions

IN WITNESS WHEREOF, the parties hereto have set their hand to duplicates hereto this _____ day of _____ **2007**.

**APPROVED BY: SCOTT COUNTY, IOWA
BOARD OF SUPERVISORS**

By: _____
Jim Hancock
Chairman, Board of Supervisors

APPROVED BY: MIDLAND SURVEYING INC.

By: _____
Troy Hayes
President

By: _____
John Teale
Secretary

Attachment A
Scott County Project Fee Schedule

Corner Fee Breakdown (per corner)

Pre-Marked Section Corners

Establish XYZ Iowa State Plane Coordinates¹: \$ 205.00

Unmarked Section Corners

Establish XYZ Iowa State Plane Coordinates¹: \$ 220.00

Obliterated Corner

Cost to re-establish obliterated corner from existing ties²: \$ 65.00

Lost Corner

Cost to re-establish a lost corner²: \$ 600.00

Supporting Corner Data

Two digital photos per corner: \$ 6.00

Preparation of corner certificate: \$ 45.00

¹ Cost of establishing coordinates should include all aspects of the process including travel time, reoccupying the monument, verifying/tying-out as required and data logging. Costs should also include project management and post processing.

² See pg. 8, Definitions.

Project wide components

FGDC Accuracy Report \$ 2,240.00

MIDLAND SURVEYING INC.
Consultant Company Name

Authorized Signature

Title

Date

Attachment B Project Scope of Services

Project Overview

The intent of services provided under this contract is to acquire survey grade coordinates on selected section corners, ¼ corners and other significant property monuments as identified by the County. The Company will be required to occupy the corner (reestablished and tied-out as necessary using standard practices) and assign state plane coordinates and elevation values using rapid static methods. Corner certificates are to be drawn up and recorded using a corner certificate template provided by the County.

The Scott County Recorder's Office, Secondary Roads Department and GIS staff will be working to identify the corners to be surveyed. The intent of Scott County is not to capture all available corners, but rather to collect those deemed of particular use or importance to the cadastral conversion project and to densify the available control. While the final number of corners to be collected is not yet known, we expect it may be between 400-500 corners depending on final project budget and Company fees.

The majority of the corners participating in the survey will be found, uncovered and pre-marked by Scott County Secondary Roads Department and/or City of Davenport staff prior to commencement of the survey. Those corners within the city limits of Bettendorf will not be pre-marked. Some corners may require monument ties or the monuments themselves to be reset. However, in the interest of making the most efficient use of time and resources the County may at its discretion, omit certain difficult points from the project (lost corners for example).

The Company will assign a Project Manager to serve as a single point of contact for the duration of the project. The Project Manager will facilitate communication and collaborate with Scott County and the GIS parcel conversion consultant as necessary. The Project Manager will attend meetings or teleconferences as necessary and provide monthly progress reports to aid in project and schedule monitoring.

Project Specifications / Scope Details

1. Field Survey Details

- a. Company will follow standard professional surveying practices for occupying section, quarter-section or other property corners identified by the County.
- b. Company will verify and tie-out corners using standard surveying practices.
- c. Repair or replace damaged iron pins and nails in accordance with standard practices. For instances where insufficient durable physical objects exist to provide a reference tie for PLSS corners, the Company shall place iron pins with witness posts whenever possible and practical.
- d. Reestablish obliterated (see Definitions) corner markers in accordance with standard practices. Lost corners (see Definitions) will be evaluated by the County for inclusion in the project.
- e. Expose corner monument or raised marker as necessary. Note that pre-marked corners will typically be exposed by county or city staff. Holes dug on the travel portion of the roadway to expose corners must be filled by end of day.
- f. Holes must be adequately marked while opened and unattended. Minor holes required to be chiseled from asphalt paved roads may be filled with existing material, followed by a notification to the County. County shall be notified if a noticeable depression is made on paved roads so the appropriate repairs can be made.
- g. Company must provide their own safety equipment and appropriate signage while working on this project. As defined the RFP response, the Company shall operate under the safety guidelines outlined in the Surveyor's Safety Manual and any other applicable safety standards as required by law.

- h. Non visible GPS corners will be obtained using conventional survey methods and utilizing two intervisible control monuments. These will be established as necessary but effort will be made to use existing monuments or other corners for a bearing reference, thereby eliminating the necessity of double observation fees.
- i. With some exceptions allowed as the result of technology advances in the field, the survey will follow the methodologies described in the "Geometric Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques" published by the Federal Geodetic Control Committee reprinted with correction on August 1, 1989 (http://www.ngs.noaa.gov/FGCS/tech_pub/GeomGeod.pdf). The following survey procedures shall be utilized:
 - i. Two base receivers will be used to occupy known stations in the existing Scott County GPS Control Network.
 - ii. One or more receivers will occupy the corners to be measured. Both the static sessions and corner positions will be measured using fixed height tripods for a minimum of 15 minutes.
 - iii. GPS observations shall not include data from satellites below a minimum elevation mask of 13 degrees above the horizon.
 - iv. GPS observations shall not be made during times of high P_{dop} (6.0 or greater).
 - v. Session observations including less than a minimum of 5 common satellites between all receivers shall be excluded from the network.
 - vi. All baselines included in the network shall be a fixed integer solution.
- j. In addition to Iowa State Plane Coordinates and elevation values for all points, data on each point shall also include:
 - i. Station identifier (name and/or survey point number).
 - ii. Corner reference using a standard county naming convention (see Definitions).
 - iii. Date collected.
 - iv. Beginning and ending occupation times.
 - v. Name of surveyor.
 - vi. Receiver identifier (make, model).
 - vii. Description of monument and center mark if available.
 - viii. Corner monument condition.
 - ix. The distance of the top of the corner monument above or below the ground (when available). Negative values indicate a recessed or buried monument, such as those set in road ways below the traveled surface. This attribute is expressed in whole inches.

2. Data Processing Details.

- a. The field data will be batch processed with groups of static sessions combined for processing at one time. All processed baselines will be reviewed to ensure that they pass the processing criteria established to meet the needed accuracy requirements. The baselines will then be combined into the existing network stations within a township. Loop closure analyses shall be performed to identify and omit outliers from the network. An unconstrained network adjustment shall be performed to verify the quality of the raw GPS baselines. If any data fails the quality control tests new sessions will be planned and executed for re-measuring of these points. The minimum and maximum ratios of the unconstrained adjustment shall be included in the report. A least squares adjustment of the geometrically closed network shall be performed. All processed data and error factors shall be computed using a 95% confidence factor. The minimum and maximum ratios of the fully constrained adjustment shall be included in the report.
- b. Establish coordinates (northing, easting and elevation) for all project corners:
 - i. Horizontal coordinates to be delivered in Latitude/Longitude (WGS 84) and U.S. State Plane, Iowa South Coordinates (1402) with units in survey feet. Measurements shall meet or exceed National Geodetic Survey 1st- order accuracy standards and tied directly

to the Scott County, Iowa GPS Survey Monumentation which is referenced to the 1996 HARN-adjusted North American Datum of 1983. See Table 1.

- ii. Vertical measurements will be referenced to the existing North American Vertical Datum of 1988 (NAVD88) GPS monuments in the Scott County Network. Vertical elevations shall be transferred from the existing network monuments utilizing GPS techniques and the Geoid 2003 model to produce NAVD88 orthometric elevations for each project corner.
- c. The network adjustment shall be performed under the direct supervision of an Iowa Licensed Surveyor.
- d. All measured network points will meet or exceed First-order Standards for horizontal control. All of the processed network data and error factors will be computed using a 95% (2 sigma) confidence factor. An FGDC accuracy report will be provided covering both the local accuracy and network accuracy for the survey.
- e. Data will be processed a township (or other designated area) at a time and individual reports by area will be supplied as sub-networks. In addition to the final report, reporting and statistical analysis will be done in sub-network form to better fit the project schedule and for data delivery.

3. Reports/Certification Details

- a. The Company will create corner certificates following the requirements of the Iowa Administrative Code, Chapter 12 – “Minimum Standards for U.S. Public Land Survey Corner Certificates” and using an approved corner certificate template supplied by the County.
 - b. The Company will prepare a final accuracy report in accordance with the reporting standards outlined in the Federal Geographic Data Committee’s (FGDC) publication on “Geospatial Positioning Accuracy Standards – Part 2: Standards for Geodetic Networks”. The report will contain GPS statistics on corners gathered and shall include (but not limited to):
 - i. Network Adjustment Summary
 - ii. Vector Network Map
 - iii. Least Squares Adjustment Settings
 - iv. Statistical Summary
 - v. Adjusted Observations
 - vi. Geoid Observations
 - vii. Point Error Ellipse Plots
 - viii. Covariant Terms and Precisions for each network vector
 - ix. Final Adjusted Coordinate Listing (Grid and Geographic)
 - x. Orthometric Heights
 - xi. Ellipsoid Heights
 - xii. Mapping Angles
 - xiii. Combination Scale Factors
 - c. In addition to the final report, reporting and statistical analysis will be provided in sub-network form to better fit the project schedule and for data delivery.
 - d. The Company will provide monthly progress reports to aid in project and schedule monitoring.
 - e. The Company will make available to the County, a web based interactive project management tool to allow staff to review progress and project quality. This will track project status, meeting reports and correspondence between the Company and the County.
4. The Company will coordinate with Scott County’s selected parcel conversion vendor as the conversion schedule requires.

5. The Company will assign a Project Manager to serve as a single point of contact for the duration of the project. The Project Manager will facilitate communication and collaborate with Scott County and the GIS parcel conversion consultant as necessary. The Project Manager will attend meetings or teleconferences as necessary.
6. Any additional costs above and beyond the scope of the contract will be negotiable and will require a contract addendum approved by both parties.

Project Deliverables

1. Incremental horizontal and vertical corner point data in MS Excel, AutoCAD and ESRI GDB file format with sufficient precision and appropriate extents to support the surveyed accuracy of the data. (Current release of ESRI ArcGIS version is 9.2). All corner data to be included as feature attributes. Delivery according to project schedule and data delivery areas.
2. Final delivery of all horizontal and vertical corner point data described in item 1 above. A combined file of all incrementally delivered corner data (not a final network readjustment).
3. FGDC compliant metadata shall accompany final GIS dataset.
4. Incremental sub-network reporting and statistical analysis delivered in paper and digital format (PDF/Excel or other as appropriate) according to project schedule and data delivery areas.
5. A final accuracy report conforming to FGDC standards on all points collected and including network adjustments, network diagrams, closure errors, etc. (See scope item 3). Report format shall include: Complete PDF document, MS Word or Excel files as appropriate, and one printed and bound report.
6. Digital photos for all land corners surveyed (minimum two photos per corner). Photos shall be named or otherwise indexed to allow easy reference to corner positions. Photos shall also be linked to corner features stored in the ESRI Geodatabase.
7. Paper, PDF and AutoCAD DWG file format copies of all Scott County Public Land Survey Section Corner Certificates created as part of the project. Corner Certificates must use a County approved corner certificate template.

Project Schedule

The project will progress in geographic increments so that the county is surveyed and mapped one portion at a time. During project planning sessions with Scott County staff, the GIS parcel conversion consultant and the survey consultant, the project delivery areas will be determined.

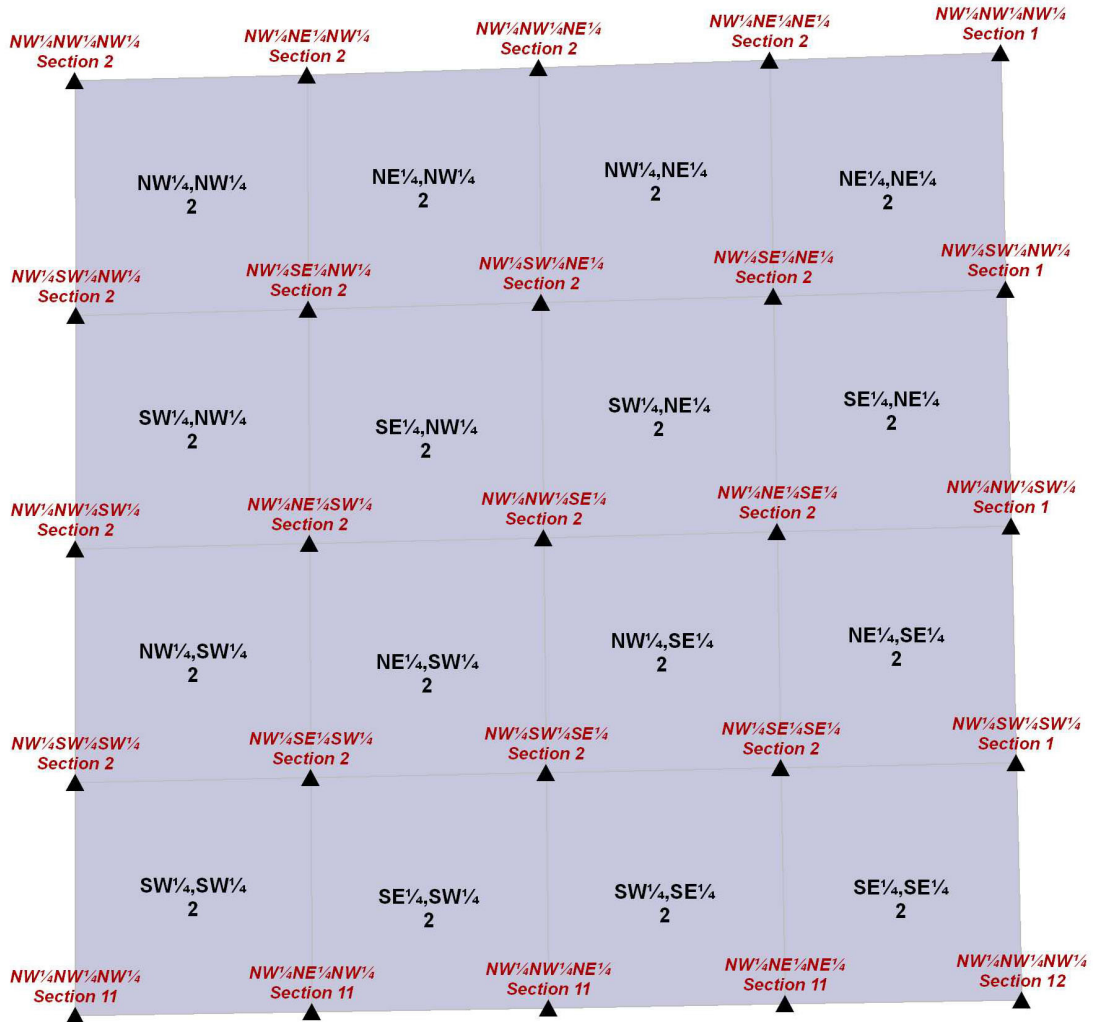
Once the individual project areas are determined, the typical workflow will proceed as follows:

1. County Secondary Roads Department or City of Davenport staff recon corners to be included in the survey. They uncover corners, mark them with flags or paint and provide a mapping grade GPS coordinate for the point.
2. Survey consultant receives coordinates and occupies corner according to project specifications. Survey consultant provides coordinates and other deliverables to Scott County and the GIS parcel conversion consultant.
3. Coordinates are reviewed and any questions, errors or omissions conveyed back to the survey consultant.
4. Parcel conversion consultant proceeds to use control in the mapping project and survey consultant surveys the next mapping area.

The project schedule will mirror the mapping project schedule. However, because the survey must precede mapping, and given that the current mapping contract extends to October, 2008, August 1, 2008 is the anticipated survey project completion date. This is subject to change as per §2.2 of this Agreement.

Definitions

1. County naming convention. Priority is given to the south and east part of each section. Notable exception to this is along the southern border of Scott and Muscatine counties. A sample section is annotated below.



2. Obliterated corner: A corner for which its monument/marker cannot be found after a diligent search, but ties and/or other evidence exist which indicate the proper position of the monument/marker.

3. Lost corner: A corner for which its monument/marker cannot be found after a diligent search, and no ties and/or evidence exist which indicate the proper position of the monument/marker.

Tables

Table 1. -- Geometric relative positioning accuracy standards for three-dimensional surveys using space system techniques.

Survey categories	Order	(95 percent confidence level)		
		Minimum geometric Accuracy standard		
		Base error	Line-length Dependent error	
e (cm)	p (ppm)	a (1:a)		
Global-regional geodynamics; deformation measurements	AA	0.3	0.01	1:100,000,000
National Geodetic Reference System, "primary" networks; regional-local geodynamics; deformation measurements	A	0.5	0.1	1: 10,000,000
National Geodetic Reference System, "secondary" networks; connections to the "primary" NGRS network; local geodynamics; deformation measurements; high-precision engineering surveys	B	0.8	1	1: 1,000,000
National Geodetic Reference System (Terrestrial based); dependent control surveys to meet mapping, land information, property, and engineering requirements	(C)			
	1	1.0	10	1: 100,000
	2-I	2.0	20	1: 50,000
	2-II	3.0	50	1: 20,000
	3	5.0	100	1: 10,000

Note: For ease of computation and understanding, it is assumed that the accuracy for each component of a vector base line measurement is equal to the linear accuracy standard for a single-dimensional measurement at the 95 percent confidence level. Thus, the linear one-standard deviation (s) is computed by:

$$s = \pm[\sqrt{e^2 + (0.1d \cdot p)^2}]/1.96. \quad (\text{See appendix B.})$$

Where, d is the length of the baseline in kilometers. 5-26-88

Attachment C
Scott County Standard Terms and Conditions

SCOTT COUNTY INSURANCE REQUIREMENTS:

The Contractor shall have in force during the period of this contract, insurance as listed below:

- A. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than:

General Liability:

Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal Injury - Aggregate	\$1,000,000
Personal Damage - each occurrence including Broadform Liability Extension	\$1,000,000

Automobile Liability - Owner, Non-Owned and Hired
Vehicles:

Personal Injury - each person	\$1,000,000
Personal Injury - each occurrence	\$1,000,000
Personal Damage - each occurrence	\$1,000,000

The above insurance shall cover the contractor's employees, the public and Scott County employees while in the buildings and on the grounds of Scott County.

- B. Certificates of Insurance: The CONTRACTOR shall deliver to Facility & Support Services, 428 Western Ave., Davenport, IA 52801, certificates of insurance covering all above insurance in duplicate before starting project. Such certificates shall provide ten days prior notice by registered mail of any material change in or cancellation of this insurance.
- C. Contractual Liability Insurance: The CONTRACTOR shall take out and maintain during this contract, liability insurance.
- D. Products and completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.
- E. Workmen's Compensation and Employer's Liability:
- (1) The CONTRACTOR shall maintain during this contract, the statutory workmen's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.

The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000).

INDEMNIFICATION:

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce and otherwise exist as to any party or person described in this paragraph.

OWNERSHIP OF DATA:

All data and other records supplied to the Consultant for this project shall remain the sole property of the County. The Consultant shall not, without written consent, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the Contract pursuant to this RFP.

LATE COMPLETION:

Should the Consultant selected as a result of this RFP fail to perform the work within the period of time stipulated in the contract, the Contractor shall pay to Scott County \$400.00 as liquidated damages per calendar day from the day of default, unless extensions of time granted by the County specifically provide for the waiving of late completion charges. The liquidated damages represent the amount estimated to be lost as a result of untimely completion.

Scott County shall have the right to deduct the late completion charges from any monies in its hands, otherwise due, or to become due, to the Consultant, or to sue for and recover compensation for damages for nonperformance of this contract within the time stipulated.

SUBCONTRACTOR:

The County reserves the right to approve any subcontractor utilized by the prime Consultant and inclusion of any subcontractor in your proposal shall not be misconstrued as implied consent by the county to use that subcontractor.

If it is your firm's intent to abide by the Scott County project requirements as described, please have an authorized representative sign below.

Consultant Company Name

Authorized Signature

Title

Date